

NTS SERVICES CORP.

V.

Docket No. 12-0116

NTS SERVICES CORP.

January 7, 2013

1 **Q. Please state your name and provide your business address.**

2 A. My name is Sue Scott and my business address is 205 Enterprise Dr., Pekin, IL
3 61554.

4

5 **Q. On whose behalf are you submitting testimony?**

6 A. I am submitting this testimony on behalf of my employer, NTS Services Corp.

7

8 **Background**

9 **Q. Please describe your educational and professional background.**

10 A. I am a Pekin Community High School graduate. I was employed by NTS Services
11 Corp. in September 2002 as an Administrative Assistant to CEO Dan Johnson. In 2008, I
12 started working for the telecommunications and Internet services division of the
13 company. My duties included ordering new loops for telephone and digital subscriber
14 ("DSL") Internet service, scheduling installs and billing. In 2010, I became General
15 Manager for the telecommunications division. My duties include day to day operations
16 such as overseeing new orders, installs, billing and customer service.

17

18 **Q. Have you previously presented testimony before the Illinois Commerce**
19 **Commission?**

20 A. Yes I provided direct testimony in this Docket 12-0116 on June 14, 2012.

21

22 **Q. Have you read the Direct Testimony provided by CenturyLink and Staff?**

23 A. Yes I have.

24 **Q. What is the purpose of your testimony here?**

25 A. To rebut certain inconsistencies and incorrect statements made by CenturyLink
26 witnesses Mr. Miller and Mr. Fordham, and to correct what seems to be a
27 misunderstanding of the issues by the Staff witness.

28

29 **Q. Which issues are you most concerned about with respect to CenturyLink witness**
30 **Fordham?**

31 A. In the first part of Mr. Fordham's testimony at lines 80 through 82 he responds to the
32 question "Has NTS commonly requested prequalification of loops in your experience?"
33 He goes on to answer "No, I do not recall a single instance where NTS has requested a
34 prequalification of loops." Now, Mr. Fordham may be referring to the fact that he has
35 only been in his current position since early last year and has no knowledge of any NTS
36 requests, but I have already testified that NTS suspended using CenturyLink's
37 prequalification service when it discovered that CenturyLink was using MapQuest. If
38 Mr. Fordham is saying that NTS has never used the prequalification service, then
39 CenturyLink should immediately refund all charges associated with prequalification that
40 have been billed to NTS.

41

42 **Q. Mr. Fordham in his testimony admits that CenturyLink gave up on the**
43 **MapQuest experiment and then speaks about the accuracy or lack thereof when**
44 **using plant records in determining loop lengths and the presence of load coils and**
45 **bridge taps. What is your response to these statements?**

46

47 First, is the bizarre way that CenturyTel (now CenturyLink) decided to give up using
48 accurate plant records in the first place for the purpose of its pre-qualification service
49 (without notice to NTS), started using the driving direction program MapQuest, and then
50 apparently decided to go back to a prior method is never explained. Whether or not Mr.
51 Fordham believes the plant/cable records of his Company are accurate, they are what we
52 accepted, and what I described in my Direct Testimony in this case, to be used for
53 prequalification during the 2006 ICA negotiations. I have already testified that on almost
54 every occasion that NTS was provided incorrect loop information it has cost NTS in time
55 delays and in getting the proper equipment installed at the customer premise.
56 CenturyLink continues to insist that its only obligation is loop delivery, but as I pointed
57 out in my Direct Testimony NTS was harmed after CenturyLink installed the loop and
58 when NTS attempted to turn up service at the customer premise. The fact is that the pre-
59 qualification is a separate service than providing the loop, and NTS paid for a pre-
60 qualification service that CenturyLink failed to accurately deliver.

61
62 Further, through its recent filings and also as noted by Staff, CenturyLink seems very
63 confused as to when it started using MapQuest and when it stopped. As we have
64 provided in numerous discovery requests, documentation, e-mails, and other information
65 in this case, CenturyLink never used the term “short period of time” when
66 communicating with us. On the contrary, when local supervisor John Wood admitted to
67 using MapQuest for prequalifications, he indicated they would continue to use it.

68

69 **Q. When NTS realized that the majority of these loop pre-qualifications were**
70 **inaccurate what action did you take?**

71
72 A. NTS suspended using CenturyLink's pre-qualification service.

73
74 **Q. Are you aware of CenturyLink ever notifying NTS or any other CLEC in Illinois**
75 **that it was changing its loop qualification procedure?**

76
77 A. No notice was ever given to NTS and I am not aware whether or not they were doing
78 this MapQuest process for any other CLEC anywhere.

79
80 **Q. In Mr. Fordham's direct testimony on lines 99 through 109 he responds to the**
81 **question "How does CenturyLink handle notification concerning the resolution of**
82 **trouble reports?" What is your reaction to Mr. Fordham's response?**

83
84 A. Mr. Fordham responds that no notification is given of a resolution to a trouble report
85 and further states that it is standard industry practice to not notify a customer when
86 trouble is resolved. He further states that "the customer knows when its service has been
87 restored."

88
89 Mr. Fordham's, response as well as previous CenturyLink responses, completely ignore
90 the fact that the customer in these cases is not the end user, but NTS. NTS as the carrier
91 reports the trouble to CenturyLink on behalf of its end user customer. This answer also

92 conflicts with CenturyLink's previous responses in its verified answers where it states
93 that CenturyLink technicians do close out trouble reports with end user customers of NTS
94 but have no obligation to actually close anything out with NTS. In my direct testimony I
95 pointed out that NTS' end users don't report trouble to CenturyLink and in any case
96 CenturyLink employees should not be interacting in any manner with NTS end users.

97
98 **Q. Just so we understand, what kind of trouble reports does NTS report to**
99 **CenturyLink? Are these like any normal end user reports like no dial tone or can't**
100 **make outgoing calls?**

101
102 A. No those types of conditions are what end users report to us. Each loop that NTS
103 leases from CenturyLink is a circuit from our co-location space in the central office to the
104 NID at the customer premise. NTS supplies its own dial tone, and calling and routing to
105 its customers. We test our equipment at the customer end of the service. We only report
106 trouble on the circuit that we lease from CenturyLink which may be a lack of continuity
107 or other trouble on the loop circuit. Just like any other carrier we expect that
108 CenturyLink will inform us what the resolution was. Then we inform our end user.

109
110 **Q. Are there any other conflicts with Mr. Fordham's statements?**

111
112 A. Yes. In the joint meeting in Springfield with the ICC Staff, then CenturyLink General
113 Manager Ty LeMaster gave assurances and committed to making sure that NTS reported
114 trouble reports would be closed out with NTS – see ICC Meeting Minutes.

115

116 **Q. Can you summarize this issue please?**

117

118 A. Yes. This failure by CenturyLink has harmed NTS by delaying repair and damages
119 NTS' relationship with its end user customers. Mr. Fordham – and others at
120 CenturyLink—miss the point and frankly seem to not care when they say “the customer
121 knows when its service has been restored.” The customer in this case is NTS, not NTS'
122 end user. So NTS will never know if, and when, and how, the trouble was cleared if it's
123 CenturyLink's policy to never call back. We also are troubled by the fact that when
124 CenturyLink has an issue affecting another interconnected carrier's service that its policy
125 is to never call the carrier back with a resolution. It is equally troubling that at times
126 CenturyLink employees are closing out trouble reports with NTS' end user customers and
127 completely bypassing NTS. Through the various CenturyLink filings in this case, NTS
128 and the Illinois Commerce Commission have been given conflicting statements by
129 various CenturyLink employees and still can have no idea what the true CenturyLink
130 policy on this really is.

131

132 **Q. In lines 111 through 164 of Mr. Fordham's testimony, Mr. Fordham attempts to**
133 **respond to your testimony that NTS employees were denied access to NTS' co-**
134 **location spaces.**

135

136 A. Although the question posed to Mr. Fordham is purposely worded (“Did CenturyLink

in fact deny NTS access to its collocation sites?") to allow an answer as favorable to CenturyLink as possible given the situation, it does not deny the fact that the co-location agreement was violated. As I stated in my testimony, and as NTS stated in answering interrogatories, the agreement is for 24 hour, 7 days a week, 365 days a year access to the co-location spaces. That aspect of the agreement was violated.

Mr. Fordham further states "When NTS notified me (and to my knowledge any other employee at CenturyLink) that its technicians needed access to a collocation site and could not obtain access through their access cards, arrangements were immediately made to give the NTS technicians access."

Mr. Fordham is incorrect with the use of the word "immediately." Mr. Fordham also does not seem to have read any of my testimony and description of what actually happened much the same way the initial CenturyLink responder stated that this whole access issue "was resolved in minutes and to the complete satisfaction of NTS." The fact of the matter was that in my testimony I was very specific as to what actually occurred. The NTS technician whose access card would not work at Pekin Main was eventually let in by a CenturyLink employee that same day. The access to Pekin Main was not given via temporary access cards until days later. Access to NTS' remote collocation spaces was never given with a temporary access card and instead NTS was provided a cell phone number of a CenturyLink supervisor and they had to call him and wait at the remote office for the supervisor to show up and let them in. You can imagine the delays especially after hours. While NTS technicians had to wait, CenturyLink technicians did

not have to endure any of that. Customer trouble and new installations were affected by this denial of equal access.

NTS was never notified prior to the change in access nor was it asked to supply new employee photos for the new cards until after the access change took place. Mr. Fordham admits that the CenturyLink Pekin office had weeks of prior notice via an e-mail on Monday, September 26th that the change was going to take place, yet NTS was never notified and only found out when the access cards no longer worked. During this time CenturyLink employees and technicians never had any of the access issues that NTS did and could come and go without “arrangements” having to be made.

Mr. Fordham in his testimony explains in great lengths the process involved to change the security access systems—he even identifies that there were approximately 80 individuals including employees, contractors, and connecting carriers that needed new access cards. Why wasn’t NTS notified so it could provide any information required including photographs of employees for the new access cards *prior* to the access change? Mr. Fordham also admits that there was a provision to issue “blank” cards for a temporary two week access while new photo IDs were prepared. So why was it determined by CenturyLink that NTS was only to be provided with a CenturyLink supervisor’s cell phone number to call if they needed access?

181 **Q. In lines 155 through 164 Mr. Fordham provides an answer to the question of**
182 **“Can you determine from Sue Scott’s testimony when or why precisely NTS was**
183 **unable to use its security access cards to access collocation sites?”**

184
185 A. Mr. Fordham states that he cannot, and could not investigate her claims. Obviously,
186 none of the NTS access cards would work on the first day that CenturyLink implemented
187 the new access system. He admits that the old access cards would not work with the new
188 system. So why did he state, “I couldn’t investigate her claims.” Any real investigation
189 would have shown not only that none of NTS’ access cards worked on the first day that
190 CenturyLink implemented the access change, but that CenturyLink never notified NTS
191 that a change was taking place. CenturyLink link planning for this change never included
192 NTS. Mr. Fordham readily admits that he did something as soon as he was contacted
193 (Fordham Direct Testimony lines 117 through 120). NTS received a single temporary
194 access card for Pekin Main days later, but absolutely no access to the NTS collocations at
195 the remotes. As I stated in my Direct Testimony the only thing that happened
196 “immediately” was that a CenturyLink employee had to let our technician in on the first
197 day that the new access system went on line. Access to NTS’ collocations at the remote
198 offices was denied and NTS instead was given the cell phone number of the CenturyLink
199 supervisor. NTS technicians were essentially locked out until a CenturyLink supervisor
200 showed up to let them in. This was a clear violation of the 24/7 access provided for in the
201 collocation agreement. Further, NTS in answering interrogatories also provided to
202 CenturyLink some of the communications from NTS technicians being unable to access

collocation sites and waiting at the remote collocation site due to failure of the CenturyLink supervisor to answer the provided cell phone number.

It was weeks before NTS technicians had the same access to Pekin Main and the remotes that CenturyLink employees, contractors, and others had from day one. We have already provided copies of our Collocation Agreement during this case and the governing language on access.

Q. In lines 165 through line 218 of John Fordham's Direct Testimony he answers questions pertaining to the service issues NTS experienced beginning in July, 2010.

A. In Mr. Fordham's Direct Testimony he goes to great lengths to explain the need for running the back-up generator on a routine basis—even explaining that CenturyLink thinks this is such a good idea that they have started running it on a weekly basis even when notified that this was causing service disruptions with NTS equipment. What is never explained is why they continued doing this routine weekly when notified it was causing service outages. Also never explained was why NTS never experienced any service outage in eight years prior to July 2010. In May of 2010 everything was fine and then a few days into June NTS lost power. We find it hard to believe. There was nothing wrong with NTS backup batteries and they were serviced routinely and replaced on a regular basis. If we take Mr. Fordham's testimony at face value, CenturyLink was also supplying the back-up power. On the first occasion of NTS' network outage, the UPS

units were again inspected and tested confirming that they were indeed functioning properly and at full power.

Q. Lines 165 through line 218 of the Fordham Testimony answers questions pertaining to the service issues NTS experienced beginning in July 2010. Mr. Fordham states that NTS has “historically obtained both its primary and back-up power from CenturyLink.” Four sentences later, he states “NTS has historically maintained its own temporary back-up batteries that are intended to provide uninterrupted power during the momentary switch-over from commercial power to back-up power.” Do you see a problem in Mr. Fordham’s statements?

A. Yes, the comments he makes seem very contradictory to us. On one hand he admits, as we have testified previously, that since the establishment of our collocation space NTS has obtained and paid for primary and back-up power from CenturyLink. This arrangement has worked well for eight years with no outages. Yet a few lines further down he states that “NTS has historically maintained its own temporary back-up batteries”. Which is it? The fact remains that prior to July 2010 NTS never experienced outages to its equipment. Then suddenly CenturyLink decided to start performing generator exercises on a weekly basis.

Q. Moving on to the testimony of Guy Miller on the subject of NTS’ circuit IDs on its existing circuits. Mr. Miller takes about five pages – lines 184 through 261 in his testimony to defend CenturyLink systems in how they affect NTS’ ability to report a

case of trouble on existing circuits and the ability to disconnect a circuit. Have you read that section and how would you respond?

A. Yes I read through all of it. Mr. Miller claims that the changes his Company made to those systems have no effect on the ability of NTS to report trouble through CenturyLink business and repair offices and no effect on NTS' ability to disconnect a circuit. Yet at the same time he is making these claims, he goes on to describe what happens when these systems don't work as he is claiming. The only time we can actually get through and actually have a CenturyLink business or repair employee find the circuit ID normally is for circuits that were ordered after the new systems went on line. Most of our leased circuits were ordered prior to these CenturyLink conversions and those require a work around. We are most familiar with the way the systems don't work.

Q. Can you tell us what your experience is in reporting circuit trouble or trying to disconnect a circuit?

A. Yes. Contrary to what Mr. Miller is stating, when we try to call in a trouble report on one of our customer circuits the business center or repair operator can never pull up one of the existing circuits – it's as though it never existed. Then we have to go through the "work around" that Mr. Miller described in his testimony.

Q. What exactly is that work around?

271 A. When reporting a trouble on one of our leased older circuits, instead of having a
272 normal process where we talk with a business center or repair center and receive a
273 tracking trouble ticket within minutes, we are forced to call the account manager and, if
274 the manager is there, he takes the information and goes about accessing CenturyLink
275 records and systems to get our trouble reported. If the trouble happens to be off hours or
276 on a holiday, or a weekend or the account manger is just not there, we have to leave a
277 message and hope someone takes care of it. Please remember that all this time we have a
278 customer out of service. We also have no idea if any of these trouble reports ever get
279 reported in required service quality reports to state regulatory commissions as normally
280 reported troubles should be.

281
282 **Q. Mr. Miller states that CenturyLink circuits are also sometimes affected the same**
283 **way that NTS circuits are when these system failures happen. Do you believe this is**
284 **the case?**

285
286 A. No. We don't believe that is the case. Mr. Miller's testimony seeks to suggest that
287 that CenturyLink's systems operate "equally badly" for CenturyLink. CenturyLink
288 employees have internal access to these systems and can find and straighten out any
289 issues with its circuits. NTS has no such access. CenturyLink's customers are never told
290 to "call your account manager" as we are when they try reporting trouble or
291 disconnecting service.

292
293 **Q. What happens when NTS attempts to disconnect an existing circuit?**

294

295 A. Pretty much the same as trying to report trouble. We go through the same run around.
296 The CenturyLink business office can't locate the circuit ID. Then we call the account
297 manager. Prior to CenturyLink's conversion to its new systems (which was prior to
298 2008) we never had an issue. This work around of "call the account manager" also
299 doesn't seem to reach the system that controls billing as these circuits take months and
300 more phone calls to stop the billing.

301

302 **Q. Has NTS attempted to work with CenturyLink on this issue?**

303

304 A. Yes, numerous times.

305

306 **Q. Was anything ever done to address this?**

307

308 A. Other than give us the "call your account manger" work around no – nothing was
309 done. As I stated before in my Direct Testimony this is not normal. We should be able
310 to call a business office or repair center and have the problem taken care of. Except they
311 can't find the circuit. This is the situation that has gone on for years. This gives
312 CenturyLink a huge competitive advantage. Just imagine creating a situation where you
313 make your competitor jump through these hoops to simply report a case of trouble or to
314 disconnect a service. No customer would put up with this kind of treatment. We tried
315 working with CenturyLink for years to no avail. This complaint was the only way left to
316 us.

317

318 **Q. Did you ever provide your account manger with a list of these affected circuits?**

319

320 A. Yes, as I pointed out in my Direct Testimony, we provided our account representative
321 with a list of all our circuit IDs and expected them to convert our current circuits into its
322 new system so they would be recognized by the CenturyLink business office and repair
323 center when we called. They never did anything to our knowledge.

324

325 **Q. How has this circuit ID issue affected NTS?**

326

327 A. First, and most importantly this issue affects the time it takes to report and get repaired
328 any of our existing circuits for our customers. It frustrates us and our customers by the
329 fact that we can't get customers back in service in a timely manner. We have lost
330 customers due to these delays. That is the one thing that has been the most damaging to
331 us and to our reputation. Second, it sometimes takes months to get CenturyLink to stop
332 billing circuits that were ordered to be disconnected. Account management, even when
333 they are helpful in reporting the trouble or trying to get a circuit disconnected, are not
334 very prompt.

335

336 **Q. In Mr. Miller's testimony, he takes nine pages and 163 lines (385 through 548) to**
337 **describe the denial of the dispute claims on inaccurate prequalification charges. In**
338 **this he makes claims that all the disputes were investigated and loop lengths**

determined by using MapQuest were “within accurate service limits”. Were you or anyone at NTS shown the results of any such investigation?

A. No, no one from CenturyLink has ever shared any analysis or investigation results with me or anyone else at NTS. We suspect that those results were not something they wanted to share with anyone since we have not seen any of those results during this complaint case.

Q. Do you believe that Guy Miller’s assertion that MapQuest is an industry accepted standard for determining loop lengths, and that his claims that all of the MapQuest generated prequalification’s were “within accurate service limits”?

A. No we do not. Apparently the Illinois Commerce Commission Staff also agrees with us that MapQuest is not an industry standard for determining the characteristics of a loop. In CenturyLink’s verified answer to our complaint, Mr. Miller insisted that it was NTS’ responsibility for migrating CenturyLink assigned circuit IDs within CenturyLink secured systems even though NTS has no access to these systems. This issue is no different. Apparently, Mr. Miller is hoping someone will read his claims and actually believe them. As I described in my Direct Testimony, telephone cable plant does not follow driving directions. Anyone wishing to verify that point with the ICC’s Engineering Department will get the same answer. Most of the telephone plant in Central Illinois was placed in the ground and in aerial sheaths prior to 1980. MapQuest as an aid to drivers does not rely on nor does it follow telephone cable plant.

362

363 **Q. There seems to be some confusion in various parts of CenturyLink's testimony**
364 **and filings in this case concerning how long CenturyLink actually used MapQuest**
365 **and what time periods. What is NTS' position on this?**

366

367 A. We can never know exactly how long this practice was actually used, and it is clear
368 that CenturyLink cannot tell us either. In some of its responses to the complaint they
369 claim three months, while in others they claim six months. In other places they seem
370 confused as to when it started and when it ceased. NTS became suspicious of all the
371 prequalification we were charged for. There was a two year period where we noticed that
372 loop distances given to us by CenturyLink were grossly inaccurate. I provided some of
373 that information during the course of this case. Mr. Miller has directed that all dispute
374 claims regarding prequalification charges be denied citing his own internal investigation
375 as his reason. As mentioned before, Mr. Miller has never shared any of these results with
376 anyone. Given that CenturyLink cannot even agree internally or in its filings how long
377 this non-service continued, it was not unreasonable for NTS to ask for its prequalification
378 charges be returned to it.

379

380 **Q. Mr. Miller in his testimony seems to rely on some information from CenturyLink**
381 **employee Matt Green. What interactions do you or NTS have with this**
382 **CenturyLink employee?**

383

384 A. Matt Green is one of the contacts we have to contact when we have to report a case of
385 trouble on one our circuits or disconnect a circuit when the CenturyLink business office
386 or repair center cannot find the circuit ID. It seems odd to us that information pertaining
387 to disputed prequalification charges vanished when as Mr. Miller describes in his
388 testimony on lines 444-445, *“Mr. Green had a computer hard drive failure in the fall of*
389 *2010 and lost his then existing NTS files”*.

390

391 **Q. Mr. Miller (at lines 551 through 636) disputes that NTS has any right to sub**
392 **loops under the 2006 ICA. Do have any comments on this issue?**

393

394 A. Yes. It was quite clear that the intent of the agreement was on NTS purchasing lower
395 priced sub-loops out of a remote. The rates and terms were spelled out in the Gallatin
396 CLEC services guide. These elements and their terms were negotiated with Gallatin
397 River representative Stephen Murray. Those rate elements were also included in
398 Gallatin’s billing systems. As long as NTS connected to those remotes by purchasing
399 Gallatin T1 service, NTS could lease the lower cost sub-loop product shown in the GRC
400 CLEC Services Guide.

401

402 **Q. Mr. Miller seems to believe that what NTS had in service as a sub loop was**
403 **actually an EEL (Enhanced Extended Loop). Is this NTS’ position as well?**

404

405 A. Absolutely not. Our understanding is that an EEL circuit connects two Host Central
406 Offices. There is only one Host Office in Pekin with a number of sub tending remotes.

407 Even the CenturyLink Wholesale Product Guide shows two Host Central Offices with no
408 mention of remotes. We believe Mr. Miller is being a little overly creative in order to try
409 and make his point. We do not believe the FCC or any state commission intended to
410 agree with Mr. Miller's creative service definitions.

411
412 **Q. Mr. Miller in his testimony at lines 621 through 628 describes a scene where he**
413 **states, "After CenturyLink General Manager Ty Lemaster concluded his**
414 **presentation and associated whiteboard diagramming....." Did such an event take**
415 **place as Mr. Miller describes in his testimony?**

416
417 A. No it did not. It would have been difficult for Mr. Miller to have witnessed such an
418 event as he was in Monroe, Louisiana at the time listening on the phone. I was there.
419 CenturyLink General Manager LeMaster never left his seat. The person doing the
420 diagramming on the whiteboard was Fred Miri, a consultant working for NTS that we
421 have used in the past. Mr. Miri drew out the subloop diagram as it appears in the Gallatin
422 River CLEC Services Guide. Mr. LeMaster had no presentation to give, and gave us the
423 impression that he was unfamiliar with most of what was discussed at the November 19,
424 2009 meeting. Again, he never left his seat. Mr. Miller must have mistook the voice
425 over the phone.

426
427 **Q. In his testimony beginning at lines 677 through 847, Mr. Miller goes to great**
428 **lengths in defending his company's dispute process. Did you ever in your testimony**

429 **state that CenturyLink does not have the right to change its dispute resolution**
430 **process?**

431

432 A. Not at all. What I questioned was the length of time that CenturyLink took to process
433 disputed amounts and the fact that their denial of claims came with no explanation. As
434 an example, the denials of the disputed prequalification charges appear to be based on
435 some secret investigation that Mr. Miller mentions in his testimony.

436

437 **Q. On lines 1043 through 1066 of his testimony Mr. Miller argues that**
438 **CenturyLink's wholesale and retail operations are sufficiently separated and then**
439 **makes the statement "NTS's testimony that CenturyLink wholesale personnel**
440 **should not know about existing retail service, and that NTS should be able to order**
441 **a loop to the premises before retail service is disconnected simply staggers the**
442 **mind." He goes on to explain that there are not two separate loops to every premise**
443 **and that there is no line sharing available. Does Mr. Miller have a point here?**

444

445 A. Mr. Miller would only have a point if this was 1950 and not 2013. Also NTS has
446 never ever requested line sharing. If we believe Mr. Miller we would think that this was
447 the 1940's or the 1950's when it was true that there was generally only one loop to a
448 premise for a single black rotary dial phone. This was not the case here though. There
449 was another loop available. The customer requested the CenturyLink service remain
450 until NTS service could be established. Days later after putting the NTS order in
451 jeopardy, CenturyLink finally understood what was being requested. The e-mail apology

by the CenturyLink wholesale center was submitted to CenturyLink in discovery. What really staggers the mind is Mr. Miller not understanding that most homes these days have both telephone and Internet service and that multiple providers are quite common.

Q. In the allegation described in part (K) Slamming, Mr. Miller's testimony attempts to define slamming in the case where NTS customers were moved off of old copper and moved to a new CenturyLink facility. Do you agree with his definition?

A. No I do not. One day these customers were connected and served on NTS network—the next day they were on CenturyLink's network. The fact that CenturyLink had not yet gotten around to provisioning them makes no difference. Whether they were slammed electronically or physically make no difference, they were still slammed.

Q. Later on in this section, Mr. Miller goes on to explain CenturyLink's rights and what it must offer under FCC rules as far as fiber loops. Has NTS ever requested fiber loops from CenturyLink?

A. No we have not. Mr. Miller doesn't seem to understand that, when I mentioned that CenturyLink always denied NTS any loop that had even a foot of fiber in it, we never mentioned anything about fiber loops. We were simply repeating what Mr. Miller and others at CenturyLink have told us over the years.

474 **Q. Mr. Miller seems quite vehement when discussing specific unbundling**
475 **requirements starting at lines 1104 to 1123. He finishes by again quoting his belief**
476 **that “Therefore, under current law, CenturyLink is not obligated to offer fiber UNE**
477 **loops to NTS in new build situations or in overbuild situations where the existing**
478 **copper has been retained for the provision of UNE loops.” Does this apply in the**
479 **Pekin area where CenturyLink has placed new facilities?**

480
481 A. Let’s start at line 1104 where Mr. Miller quotes 47 CFR Sec. 51.319 Specific
482 unbundling requirements. (a) (3) (B). part (ii) deals with new builds where there was no
483 existing facility such as when a new subdivision is built and states that an incumbent
484 LEC is not required to provide non-discriminatory access to a fiber-to-the-home loop or a
485 fiber-to-the-curb loop on an unbundled basis. We ask, why would Mr. Miller quote this
486 when we know that CenturyLink has never built such a facility in Pekin, and certainly
487 this would not apply to the copper replacements that CenturyLink has undertaken in the
488 past here because it only deals with new builds that had no previous service before.
489 Part (iii) deals with overbuilds and you would expect that Mr. Miller included this
490 because it just might apply to his point, but again this deals with fiber-to-the-home and
491 fiber-to-the-curb which again CenturyLink has not built in Pekin. The CFR part (A) that
492 Mr. Miller includes in his testimony goes on to say the incumbent must maintain the
493 existing copper loop after deploying the fiber-to-the-home or curb. In none of these cases
494 has CenturyLink deployed either fiber-to-the-home or fiber-to-the-curb.

496 **Q. So what exactly has CenturyLink deployed in the copper replacement projects it**
497 **has completed in recent years?**

498

499 A. Fiber feeders and DSLMs.

500

501 **Q. What about the part of the loops connected to pedestals and NIDs? Are any of**
502 **those fiber?**

503

504 A. No, we have looked and they are still copper.

505

506 **Q. In the last part of Mr. Miller's testimony in this section he now seems to**
507 **acknowledge that NTS has a right to a loop whenever there is not a purely copper**
508 **path. Is this new?**

509

510 A. This is the first we have ever heard of this policy change. Previous to what Mr. Miller
511 is saying in his latest testimony, we were restricted to copper-only loops. We were told
512 that if we wanted a hybrid loop, which would be a combination of some parts fiber with
513 some portion of copper, that we would have to have a separate rate for this in the ICA. In
514 fact that was a product included in some of the draft pages of CenturyLink's early ICA
515 proposals.

516

517 **Staff Testimony**

518

519 **Q. Have you read Staff witness Qin Liu's testimony?**

520

521 A. Yes I have.

522

523 **Q. Do you agree with the issues the Staff witness addresses?**

524

525 A. I don't have any major issue with the Staff witness' testimony other than the
526 impression that Staff didn't seem to appreciate the consequences of CenturyLink's
527 actions (or inactions) to NTS' business.

528

529 **Q. Can you be more specific?**

530

531 A. Yes I can. While I agree with most of the analysis and conclusions of Staff in regards
532 to the prequalification issue, we just don't understand the refund issue position staff has
533 taken. Given that some employees of CenturyLink decided with or without formal
534 process or policy changes, and without notifying NTS to change the prequalification
535 procedures, simply started MapQuest. In CenturyLink's response to the complaint, Mr.
536 Miller even went so far as to deny that CenturyLink even had an obligation to perform
537 prequalification, even though the service is offered in the Interim Interconnection
538 agreement.

539

540 What no one at CenturyLink has ever been able to tell us is whether or not this was a
541 corporate policy change company-wide, or was this just some local practice to

experiment with its Illinois local exchanges? Furthermore, CenturyLink cannot even agree internally or even in its filings in this case when it started and for how long this practice went on. Add to that the fact that (per his testimony) only Mr. Miller decided that CenturyLink would deny all claims related to this very bizarre policy change. Mr. Miller also goes on to claim that he investigated this and concluded that all MapQuest derived loop distance measurements were accurate in spite of common sense and technical results telling us that it could not be the case.

Finally Mr. Miller's results of this investigation on the accuracy of MapQuest vs. actual plant records was never shared with anyone, yet some of this data concerning the prequalification issue was mysteriously destroyed on one of Mr. Miller's subordinate's computer hard drive. Since no one at CenturyLink seems to be able to explain how, why, when, and who was responsible, we questioned all the prequalification's NTS paid for in the past two years.

Q. Staff also addressed the issue of the circuit IDs did you feel this was addressed completely?

A. No and I will explain. Staff picked up on the circuit ID issue it seems when CenturyLink in its response to the amended complaint declared that NTS should be responsible for migrating the CenturyLink assigned circuits to CenturyLink's new systems. This was of course a ridiculous statement for CenturyLink to make given that NTS, as the customer of CenturyLink, has no access to its internal systems. We believe

that many of those initial responses made by CenturyLink (and signed off by Mr. Miller) where at best uninformed statements that were never really researched or understood by those testifying on behalf of CenturyLink.

Q. Was this the main issue with the circuit IDs?

A. No this was simply an incorrect statement made by CenturyLink. The real issue with the Circuit IDs is as I describe in my testimony here and in my Direct Testimony. What was, and still is, the most damaging to us was the delay that this caused in reporting trouble on our leased circuits and ordering any disconnects. The facts are that the new CenturyLink systems could not recognize the existing, pre-conversion, circuit IDs resulting in CenturyLink employees being unable to bring up circuit records when we called to report a case of trouble or to order a circuit disconnect. It worked fine when we called on a new circuit ordered after conversion, but the vast majority of our circuits were in place before the CenturyLink system conversions. We were forced into the work around that I described earlier in my testimony here. That work around forced us to have to call our account manager to report trouble or get a circuit disconnected. In the case of a trouble report, depending on whether or not the account manager was there or not, caused unnecessary delays. You can imagine that when we had to report a trouble off hour, weekends, holidays, or when the account manager just was not there, we had delays in getting our customer back in service. Nothing we did could get CenturyLink to fix this problem with our circuits. We lost customers and incurred damage to our Company reputation due to this issue.

588

589 **Q. What about the circuit disconnect part of this?**

590

591 A. It's really much the same as trying to report trouble. We go through the same run
592 around. The CenturyLink business office can't locate the circuit ID. Then we call the
593 account manager. Prior to CenturyLink's conversion to its new systems we never had an
594 issue. This work around of "call the account manager" also doesn't seem to reach the
595 system that controls billing as these circuits take months and more phone calls to stop the
596 billing.

597

598 **Q. Do you any further comments on Staff testimony?**

599

600 A. My final comment is regarding Staff's conclusion that better communication would
601 have helped avoid some of these problems. While we agree that communication is
602 always good, it takes two to communicate. We have tried for years to get someone's
603 attention that could actually do something to resolve these legitimate issues we had.
604 Unfortunately there was no one. We even started at the top with letters from our CEO to
605 CenturyLink's President Karen Puckett. These issues were just shoved down to people
606 who wouldn't or couldn't do anything to reach resolution. It's very unfortunate that a
607 multi-billion dollar corporation finds it necessary to keep playing hardball with a tiny
608 little local telephone provider that actually serves many customers that CenturyLink
609 won't serve because of credit and other issues.

610

611 Q. Could you summarize your testimony here?

612

613 A. In this rebuttal I have shown the many inconsistencies in the testimony provided by
614 CenturyLink witnesses Miller and Fordham. Some of their statements are inconsistent
615 with previous CenturyLink statements and others are just plain wrong. If you read
616 much of Mr. Miller's testimony, he will wrap himself around the agreement if it's
617 convenient and will even deny responsibilities even if they are in the agreement. He will
618 make statements that are patently false like in CenturyLink's response to the circuit ID
619 issue in the amended complaint and then later on try to dance around the issue by
620 claiming that work arounds (that just so happen to hamper NTS' ability to compete) are
621 in place.

622

623 There were also inconsistencies in Mr. Fordham's testimony as well. He seemed unsure
624 of what CenturyLink was supplying in the way of power to NTS and was unconvincing
625 in trying to explain away the process of locking out NTS from its collocation spaces.

626

627 We have also pointed out that the Staff witness at least missed the point of the circuit ID
628 issue or that better communications was never an issue with NTS. We were always ready
629 to discuss the problems, decide on the facts, and resolve issues. Unfortunately, in
630 CenturyLink we never had anyone who could make a decision. We were also
631 disappointed that Staff failed to see very important and serious issues that have seriously
632 damaged NTS' ability to compete.

633

634 **Q. How should the Commission find in deciding this complaint?**

635

636 A. The Commission should find that CenturyLink has behaved in an anti-competitive
637 manner by its actions in not insuring the systems it implemented after it purchased
638 Madison River Communications, and Embarq Communications, could function properly
639 to the detriment of NTS. That the Commission find that CenturyLink violated the
640 various agreements between NTS and CenturyLink including collocation, and interim
641 interconnection agreements.

642

643 **Q. Does this conclude your testimony at this time?**

644 A. Yes it does.